

THIS AGREEMENT IS A CONTRACT

In order to be admitted to a nursing home, a person must sign (or have a person who is legally responsible for the resident sign) an admission agreement.

It is important that the person signing the agreement reads and understands its provisions.

Be sure you read, understand and agree with all of the provisions of the agreement. Do not sign until all of your questions have been answered to your satisfaction.



State of Wisconsin
Board on Aging and Long Term Care
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Before You Sign a Nursing Home Admissions Agreement



BEFORE YOU SIGN A NURSING HOME ADMISSIONS AGREEMENT...LOOK TO SEE:

1. What are the basic daily charges and the services provided for that rate?
2. What items and services are not covered in the basic rate?
3. What additional items and service are available AND what is the charge and the method for approval of the charges for these services?
4. How much notice will you receive before rate changes take effect?
5. What are the policies for transfers and discharges out of the facility and for room changes within the facility?
6. What are the policies for holding your bed if you need to have a hospital stay or therapeutic visits outside the facility when the payer source is Medicare, Medicaid or private payment?
7. What is the facility's liability for your personal belongings, or damage or injury caused by staff negligence or misconduct?
8. What information is available describing resident rights and responsibilities.
9. What is the procedure for filing an internal grievance with the facility administration?
10. What is the procedure for filing a complaint against the nursing home?
11. What is the policy on Powers of Attorney, Living Wills, and DNR (do not resuscitate) orders?
12. What are the policies for handling a resident's personal funds?
13. Is smoking permitted and, if so, what policy controls where people smoke?
14. What are the house rules of the facility?
15. What are the limits of financial liability of the person signing the contract if other than the resident? There should be no attempt to assign personal liability for the cost of the resident's care to a third party.
16. It is possible that the facility will offer you the opportunity to enter into a separate agreement called an "arbitration agreement." This may appear as a section within the admission agreement or as a separate document. When you sign an arbitration agreement, you are saying that, if you have a claim against the nursing home or its staff, you will not take the case to court. You should be wary of these types of agreements and you should not sign one unless you have received thoughtful advice from a person you trust (your family, your lawyer or an ombudsman).

CONCERNS ABOUT THE AGREEMENT

You or any other person who will be signing the agreement should obtain a copy of the agreement once you have decided on a nursing home. You should do this *before* the day of admission to allow time to read it and be ready to ask any questions you may have. Refer your questions directly to the admissions coordinator or to the administrator at the facility.

If there is a dispute, the law will not enforce sections of a contract that are illegal. Still, you should always read and ask questions before you sign any agreement to avoid potentially expensive litigation.

If you are still puzzled about an item in the agreement, contact the Ombudsman Program at 1-800-815-0015, the Elder Law Center at 1-800-488-2596 or in the Milwaukee area, SeniorLAW at 414-278-1222.

